

DAVIS+GILBERT LLP  
1675 Broadway  
New York, NY 10019  
T: (212) 468-4800

**Hearing Date: October 18, 2023**  
**Objection Date: June 16, 2023**  
**Reply Date: July 31, 2023**

*Attorneys for Defendant Natixis S.A.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION  
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT  
SECURITIES LLC,

Defendant.

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the  
Substantively Consolidated SIPA Liquidation  
of Bernard L. Madoff Investment Securities  
LLC and the Chapter 7 Estate of Bernard L.  
Madoff,

Plaintiff,

v.

NATIXIS S.A. and TENSYS LTD.,

Defendants.

Adv. Pro. No. 08-01789 (CGM)

SIPA Liquidation

(Substantively Consolidated)

Adv. Pro. No. 10-05353 (CGM)

**DECLARATION OF JOSEPH CIOFFI IN SUPPORT OF  
DEFENDANT NATIXIS SA'S MOTION TO DISMISS THE AMENDED COMPLAINT**

I, Joseph Cioffi, hereby declare under penalty of perjury as follows:

1. I am a member of the bar of this Court and an attorney admitted to practice in the State of New York. I am a partner of the law firm Davis+Gilbert LLP, counsel for Natixis S.A. (“Natixis”). I submit this declaration in support of Natixis’s motion to dismiss the Amended Complaint (“Amended Complaint” or “Compl.”) of Irving Picard, Trustee for the Liquidation of Bernard L. Madoff Investment Securities LLC (“Trustee”), in this adversary proceeding.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Amended Complaint filed in this adversary proceeding, ECF No. 193, with all exhibits thereto.<sup>1</sup>

3. Attached hereto as **Exhibit 2** is a true and correct copy of the settlement agreement between the Trustee and Fairfield Sentry in *Picard v. Fairfield Sentry Ltd.*, Adv. Pro. No. 09-01239 (CGM) (Bankr. S.D.N.Y. May 9, 2011), ECF No. 69-2.

4. Attached as **Exhibit 3** is a true and correct copy of the Complaint filed in this adversary proceeding, ECF No. 1-1, without exhibits.

5. Attached hereto as **Exhibit 4** is a true and correct copy of the Settlement Agreement between the Trustee and Alpha Prime Fund Limited (“Alpha Prime”) in *Picard v. HSBC Bank PLC*, Adv. Pro. No. 09-01364 (CGM) (Bankr. S.D.N.Y. June 23, 2022), ECF No. 710-2 (“Alpha Prime Settlement Agreement”).

6. Attached hereto as **Exhibit 5** is a true and correct copy of the order approving the Alpha Prime Settlement Agreement in *Picard v. HSBC Bank PLC*, Adv. Pro. No. 09-01364 (CGM) (Bankr. S.D.N.Y. July 20, 2022), ECF No. 715.

7. Attached hereto as **Exhibit 6** is a true and correct copy of the Proposed Amended Complaint filed by the Trustee in this adversary proceeding, ECF No. 170-1.

---

<sup>1</sup> Unless otherwise noted, references to “ECF No. \_\_\_” refer to Adv. Pro. No. 10-05353 (CGM) (Bankr. S.D.N.Y.).

8. Attached hereto as **Exhibit 7** is a true and correct copy of the Trustee's motion to approve the Alpha Prime Settlement Agreement in *Picard v. HSBC Bank PLC*, Adv. Pro. No. 09-1364 (CGM) (Bankr. S.D.N.Y. June 23, 2022), ECF No. 710 ("Alpha Prime Rule 9019 Motion").

9. Attached hereto as **Exhibit 8** is a true and correct copy of the Partial Settlement Agreement between the Trustee and Alpha Prime in *Picard v. HSBC Bank PLC*, Adv. Pro. No. 09-01364 (CGM) (Bankr. S.D.N.Y. Feb. 12, 2018), ECF No. 491-1.

10. Attached hereto as **Exhibit 9** is a true and correct copy of the Trustee's Agreement with Primeo Fund and Herald Fund SPC, each by its liquidators in *Picard v. HSBC Bank PLC*, Adv. Pro. No. 09-01364 (CGM) (Bankr. S.D.N.Y. Nov. 17, 2014), ECF No. 338-2.

11. Attached hereto as **Exhibit 10** is a true and correct copy of the Trustee's Settlement Agreement with Herald (Lux) SICAV, by its liquidators in *Picard v. HSBC Bank PLC*, Adv. Pro. No. 09-01364 (CGM) (Bankr. S.D.N.Y. Dec. 23, 2014), ECF No. 352-1.

12. Attached hereto as **Exhibit 11**, is a true and correct copy of the Trustee's Settlement Agreement with Magnify, Inc., Yeshaya Horowitz Association, Premero Investments Ltd., Strand International Investments Ltd., Express Enterprises Inc., and Yair Green in *Picard v. Magnify, Inc.*, Adv. Pro. No. 10-05279 (SMB) (Bankr. S.D.N.Y. Sept. 4, 2020), ECF No. 193-2, without exhibits.

13. Attached hereto as **Exhibit 12**, the Trustee's Settlement Agreement with Kingate Euro Fund, Ltd. and Kingate Global Fund, Ltd., by their liquidators in *Picard v. Ceretti*, Adv. Pro. No. 09-01161 (SMB) (Bankr. S.D.N.Y. July 17, 2019), ECF No. 413-2.

14. Attached hereto as **Exhibit 13** is a true and correct copy of the Declaration Of Irving H. Picard in support of the Alpha Prime Rule 9019 Motion in *Picard v. HSBC Bank PLC*, Adv. Pro. No. 09-01364 (CGM) (Bankr. S.D.N.Y. June 23, 2022), ECF No. 710-4.

15. Attached hereto as **Exhibit 14** is a true and correct copy of the Trustee's Agreement with Mount Capital Fund, Ltd. and Mount Capital Asset Subsidiary Limited, by their liquidators in *Picard v. Mount Capital Fund Ltd.*, Adv. Pro. No. 10-05123 (BRL) (Bankr. S.D.N.Y. Aug. 31, 2011), ECF No. 14-2.

16. Attached hereto as **Exhibit 15** is a true and correct copy of the Trustee's Proffered Allegations Pertaining to the Extraterritoriality Issue as to Natixis S.A., Bloom Asset Holdings Fund, and Tensyr Limited filed in this adversary proceeding (June 27, 2015), ECF Doc. No. 102.

17. Attached hereto as **Exhibit 16** is a true and correct copy of the Second Amended Complaint, filed in *Picard v. Fairfield Sentry Ltd.*, Adv. Pro. No. 09-01239 (CGM) (Bankr. S.D.N.Y. Aug. 28, 2020), ECF No. 286 ("Fairfield Second Amended Complaint"), without exhibits.

18. Collectively attached hereto as **Exhibit 17** are true and correct copies of Exhibits 5 and 6 to the Fairfield Second Amended Complaint in *Picard v. Fairfield Sentry Ltd.*, Adv. Pro. 09-01239 (Bankr. S.D.N.Y. Aug. 28, 2020), ECF Nos. 286-5 and 286-6.

19. Set forth below is a chart calculating the sum total of alleged subsequent transfers made by Fairfield Sentry to its own related entities, after May 9, 2003 (*i.e.*, the date of the first potentially avoidable initial transfer from BLMIS to Fairfield Sentry), as reflected in Exhibits 5 and 6 to the Fairfield Second Amended Complaint, collectively attached as **Exhibit 17** hereto:

<b>Exhibit No.</b>	<b>Defendant(s)</b>	<b>Amount</b>
286-5	Fairfield Sigma Limited	\$772,690,257
286-6	Fairfield Lambda Limited	\$51,991,017
	<b>Total Fairfield Sentry Six-Year Subsequent Transfers</b>	<b>\$824,681,274</b>

20. Collectively attached hereto as **Exhibit 18** are true and correct copies of Exhibits 8, 10, 12, 13, 14 and 21 to the Fairfield Second Amended Complaint in *Picard v. Fairfield Sentry Ltd.*, Adv. Pro. 09-01239 (Bankr. S.D.N.Y. Aug. 28, 2020), ECF Nos. 286-8, 286-10, 286-12, 286-13, 286-14 and 286-21.

21. Set forth below is a chart calculating the sum total of alleged subsequent transfers made by Fairfield Sentry to the defendants listed below, after May 9, 2003, as reflected in Exhibits 8, 10, 12, 13, 14 and 21 to the Fairfield Second Amended Complaint, collectively attached as **Exhibit 18** hereto:

<b>Exhibit No.</b>	<b>Defendant(s)</b>	<b>Amount</b>
286-8	Fif Advanced Limited	\$45,206,428
286-10	Fairfield Investment Fund Limited	\$337,718,887
286-12	Fairfield Greenwich Limited	\$87,440,586
286-13	Fairfield Greenwich (Bermuda) Limited	\$611,613,040
286-14	Fairfield Greenwich Advisors	\$56,013,598
286-21	Amit Vijayvergiya	\$955,465
	<b>Total Fairfield Sentry Six-Year Subsequent Transfers<sup>2</sup></b>	<b>\$1,035,259,311</b>

22. Attached hereto as **Exhibit 19** is a true and correct copy of the First Amended Complaint in *Fairfield Sentry Ltd. v. Citco Global Custody NV*, Adv. Pro. No. 19-1122 (CGM) (Bankr. S.D.N.Y. Nov. 26, 2019), ECF No. 19.

23. Collectively attached hereto as **Exhibit 20** are true and correct copies of the following documents:

20(a)	Exhibit C to the Amended Complaint filed in <i>Picard v. Citibank N.A. et al.</i> , Adv. Pro. No. 10-05345 (Bankr. S.D.N.Y.), ECF No. 214-3
20(b)	Exhibit C to the Amended Complaint filed in <i>Picard v. Merrill Lynch International</i> , Adv. Pro. No. 10-05346 (Bankr. S.D.N.Y.), ECF No. 137-3
20(c)	Exhibit C to the Second Amended Complaint filed in <i>Picard v. Nomura International PLC</i> , Adv. Pro. No. 10-05348 (Bankr. S.D.N.Y.), ECF No. 121-3

<sup>2</sup> This Total has been reduced by the amount of subsequent transfers that Fairfield Sentry made to these defendants prior to May 9, 2003 (\$103,688,693).

20(d)	Excerpts from the Complaint filed in <i>Picard v. Banco Bilbao Vizcaya Argentaria, S.A.</i> , Adv. Pro. No. 10-05351 (Bankr. S.D.N.Y.), ECF No. 1-1, page 44
20(e)	Exhibit C to the Amended Complaint filed in <i>Picard v. Natixis S.A. and Tensyr Ltd.</i> , Adv. Pro. No. 10-05353 (Bankr. S.D.N.Y.), ECF No. 193-3
20(f)	Exhibit D to the Amended Complaint filed in <i>Picard v. Natixis S.A. and Tensyr Ltd.</i> , Adv. Pro. No. 10-05353 (Bankr. S.D.N.Y.), ECF No. 193-4
20(g)	Excerpts from the Complaint filed in <i>Picard v. Pictet at Cie</i> , Adv. Pro. No. 11-01724 (Bankr. S.D.N.Y.), ECF No. 1, page 24
20(h)	Exhibit C to the Complaint filed in <i>Picard v. Safra National Bank of New York</i> , Adv. Pro. No. 11-01885 (Bankr. S.D.N.Y.), ECF No. 1-3
20(i)	Exhibit K to the Complaint filed in <i>Picard v. Banque SYZ &amp; Co., S.A.</i> , Adv. Pro. No. 11-02149 (Bankr. S.D.N.Y.), ECF No. 1-11
20(j)	Exhibit E to the Complaint filed in <i>Picard v. Abu Dhabi Investment Authority</i> , Adv. Pro. No. 11-02493 (Bankr. S.D.N.Y.), ECF No. 1-5
20(k)	Exhibit C to the Complaint filed in <i>Picard v. Orbita Capital Return Strategy Limited</i> , Adv. Pro. No. 11-02537 (Bankr. S.D.N.Y.), ECF No. 1-3
20(l)	Exhibit D to the Complaint filed in <i>Picard v. Quilvest Finance Ltd.</i> , Adv. Pro. No. 11-02538 (Bankr. S.D.N.Y.), ECF No. 1-4
20(m)	Exhibit C to the Complaint filed in <i>Picard v. Meritz Fire &amp; Marine Insurance Co. Ltd.</i> , Adv. Pro. No. 11-02539 (Bankr. S.D.N.Y.), ECF No. 1-3
20(n)	Exhibit D to the Complaint filed in <i>Picard v. Lion Global Investors Limited</i> , Adv. Pro. No. 11-02540 (Bankr. S.D.N.Y.), ECF No. 1-4
20(o)	Exhibit D to the Complaint filed in <i>Picard v. First Gulf Bank</i> , Adv. Pro. No. 11-02541 (Bankr. S.D.N.Y.), ECF No. 1-4
20(p)	Exhibit C to the Complaint filed in <i>Picard v. Parson Finance Panama S.A.</i> , Adv. Pro. No. 11-02542 (Bankr. S.D.N.Y.), ECF No. 1-3
20(q)	Exhibit D to the Complaint filed in <i>Picard v. Delta National Bank and Trust Company</i> , Adv. Pro. No. 11-02551 (Bankr. S.D.N.Y.), ECF No. 1-4
20(r)	Exhibit C to the Amended Complaint filed in <i>Picard v. Unifortune Asset Management SGR SPA et ano.</i> , Adv. Pro. No. 11-02553 (Bankr. S.D.N.Y.), ECF No. 114-3
20 (s)	Exhibit C to the Amended Complaint filed in <i>Picard v. National Bank of Kuwait S.A.K.</i> , Adv. Pro. No. 11-02554 (Bankr. S.D.N.Y.), ECF No. 105-3
20(t)	Exhibit D to the Amended Complaint filed in <i>Picard v. National Bank of Kuwait S.A.K.</i> , Adv. Pro. No. 11-02554 (Bankr. S.D.N.Y.), ECF No. 105-4
20(u)	Exhibit D to the Complaint filed in <i>Picard v. Cathay Life Insurance Co. LTD</i> , Adv. Pro. No. 11-02568 (Bankr. S.D.N.Y.), ECF No. 1-4
20(v)	Exhibit E to the Complaint filed in <i>Picard v. Cathay Life Insurance Co. LTD</i> , Adv. Pro. No. 11-02568 (Bankr. S.D.N.Y.), ECF No. 1-5
20(w)	Exhibit D to the Complaint filed in <i>Picard v. Barclays Bank (Suisse) S.A. et al.</i> , Adv. Pro. No. 11-02569 (Bankr. S.D.N.Y.), ECF No. 1-4
20(x)	Exhibit G to the Complaint filed in <i>Picard v. Barclays Bank (Suisse) S.A. et al.</i> , Adv. Pro. No. 11-02569 (Bankr. S.D.N.Y.), ECF No. 1-7
20(y)	Exhibit I to the Complaint filed in <i>Picard v. Barclays Bank (Suisse) S.A. et al.</i> , Adv. Pro. No. 11-02569 (Bankr. S.D.N.Y.), ECF No. 1-9

20(z)	Exhibit C to the Complaint filed in <i>Picard v. Banca Carige S.P.A.</i> , Adv. Pro. No. 11-02570 (Bankr. S.D.N.Y.), ECF No. 1-3
20(aa)	Exhibit D to the Complaint filed in <i>Picard v. Banque Privee Espirito Santo S.A. formerly known as Compagnie Bancaire Espirito Santo S.A.</i> , Adv. Pro. No. 11-02571 (Bankr. S.D.N.Y.), ECF No. 1-4
20(bb)	Exhibit C to the Amended Complaint filed in <i>Picard v. Korea Exchange Bank, Individually and as Trustee for Korea Global All Asset Trust I-I, and for Tams Rainbow Trust III</i> , Adv. Pro. No. 11-02572 (Bankr. S.D.N.Y.), ECF No. 30-3
20(cc)	Exhibit D to the Amended Complaint filed in <i>Picard v. The Sumitomo Trust and Banking Co., Ltd.</i> , Adv. Pro. No. 11-02573 (Bankr. S.D.N.Y.), ECF No. 8-4
20(dd)	Exhibit D to the Complaint filed in <i>Picard v. ASB Bank Corp.</i> , Adv. Pro. No. 11-02730 (Bankr. S.D.N.Y.), ECF No. 1-4
20(ee)	Exhibit C to the Complaint filed in <i>Picard v. Trincaster Corporation</i> , Adv. Pro. No. 11-02731 (Bankr. S.D.N.Y.), ECF No. 1-3
20(ff)	Exhibit C to the Complaint filed in <i>Picard v. Bureau of Labor Insurance</i> , Adv. Pro. No. 11-02732 (Bankr. S.D.N.Y.), ECF No. 1-3
20(gg)	Exhibit C to the Amended Complaint filed in <i>Picard v. Naidot &amp; Co.</i> , Adv. Pro. No. 11-02733 (Bankr. S.D.N.Y.), ECF No. 100-3
20(hh)	Exhibit D to the Complaint filed in <i>Picard v. Caceis Bank, Caceis Bank Luxembourg</i> , Adv. Pro. No. 11-02758 (Bankr. S.D.N.Y.), ECF No. 1-4
20(ii)	Exhibit D to the Complaint filed in <i>Picard v. Lighthouse Investment Partners LLC, doing business as Lighthouse Partners</i> , Adv. Pro. No. 11-02762 (Bankr. S.D.N.Y.), ECF No. 1-4
20(jj)	Exhibit E to the Complaint filed in <i>Picard v. Lighthouse Investment Partners LLC, doing business as Lighthouse Partners</i> , Adv. Pro. No. 11-02762 (Bankr. S.D.N.Y.), ECF No. 1-5
20(kk)	Exhibit D to the Complaint filed in <i>Picard v. Inteligo Bank LTD. formerly known as Blubank LTD. Panama Branch</i> , Adv. Pro. No. 11-02763 (Bankr. S.D.N.Y.), ECF No. 1-4
20(ll)	Exhibit C to the Complaint filed in <i>Picard v. Somers Dublin Limited et al.</i> , Adv. Pro. No. 11-02784 (Bankr. S.D.N.Y.), ECF No. 1-3
20(mm)	Exhibit D to the Complaint filed in <i>Picard v. Somers Dublin Limited et al.</i> , Adv. Pro. No. 11-02784 (Bankr. S.D.N.Y.), ECF No. 1-4
20(nn)	Exhibit C to the Amended Complaint filed in <i>Picard v. Merrill Lynch Bank (Suisse) SA</i> , Adv. Pro. No. 11-02910 (Bankr. S.D.N.Y.), ECF No. 115-3
20(oo)	Exhibit C to the Amended Complaint filed in <i>Picard v. Bank Julius Baer &amp; Co. Ltd.</i> , Adv. Pro. No. 11-02922 (Bankr. S.D.N.Y.), ECF No. 110-3
20(pp)	Exhibit C to the Complaint filed in <i>Picard v. Falcon Private Bank Ltd. (formerly known as AIG Privat Bank AG)</i> , Adv. Pro. No. 11-02923 (Bankr. S.D.N.Y.), ECF No. 1-3
20(qq)	Exhibit E to the Complaint filed in <i>Picard v. Credit Suisse AG et al.</i> , Adv. Pro. No. 11-02925 (Bankr. S.D.N.Y.), ECF No. 1-5
20(rr)	Exhibit C to the Complaint filed in <i>Picard v. LGT Bank in Liechtenstein Ltd.</i> , Adv. Pro. No. 11-02929 (Bankr. S.D.N.Y.), ECF No. 1-3
20(ss)	Exhibit C to the Complaint filed in <i>Picard v. The Public Institution for Social Security</i> , Adv. Pro. No. 12-01002 (Bankr. S.D.N.Y.), ECF No. 1-3

20(tt)	Exhibit C to the Complaint filed in <i>Picard v. Fullerton Capital PTE Ltd.</i> , Adv. Pro. No. 12-01004 (Bankr. S.D.N.Y.), ECF No. 1-3
20(uu)	Exhibit F to the Amended Complaint filed in <i>Picard v. SICO Limited</i> , Adv. Pro. No. 12-01005 (Bankr. S.D.N.Y.), ECF No. 14-6
20(vv)	Exhibit F to the Complaint filed in <i>Picard v. Banco Itau Europa Luxembourg S.A. et ano.</i> , Adv. Pro. No. 12-01019 (Bankr. S.D.N.Y.), ECF No. 1-6
20(ww)	Exhibit G to the Complaint filed in <i>Picard v. Banco Itau Europa Luxembourg S.A. et ano.</i> , Adv. Pro. No. 12-01019 (Bankr. S.D.N.Y.), ECF No. 1-7
20(xx)	Exhibit C to the Complaint filed in <i>Picard v. Grosvenor Investment Management Ltd. et al.</i> , Adv. Pro. No. 12-01021 (Bankr. S.D.N.Y.), ECF No. 1-3
20(yy)	Exhibit D to the Complaint filed in <i>Picard v. Grosvenor Investment Management Ltd. et al.</i> , Adv. Pro. No. 12-01021 (Bankr. S.D.N.Y.), ECF No. 1-4
20(zz)	Exhibit E to the Complaint filed in <i>Picard v. Grosvenor Investment Management Ltd. et al.</i> , Adv. Pro. No. 12-01021 (Bankr. S.D.N.Y.), ECF No. 1-5
20(aaa)	Exhibit J to the Complaint filed in <i>Picard v. Credit Agricole (Suisse) S.A. et al.</i> , Adv. Pro. No. 12-01022 (Bankr. S.D.N.Y.), ECF No. 1-10
20(bbb)	Exhibit C to the Complaint filed in <i>Picard v. Arden Asset Management Inc. et al.</i> , Adv. Pro. No. 12-01023 (Bankr. S.D.N.Y.), ECF No. 1-3
20(ccc)	Exhibit C to the Complaint filed in <i>Picard v. SNS Bank N.V. et ano.</i> , Adv. Pro. No. 12-01046 (Bankr. S.D.N.Y.), ECF No. 1-3
20(ddd)	Exhibit C to the Complaint filed in <i>Picard v. Koch Industries, Inc., as successor in interest to Koch Investment (UK) Company</i> , Adv. Pro. No. 12-01047 (Bankr. S.D.N.Y.), ECF No. 1-3
20(eee)	Exhibit C to the Complaint filed in <i>Picard v. Banco General S.A. et ano.</i> , Adv. Pro. No. 12-01048 (Bankr. S.D.N.Y.), ECF No. 1-3
20(fff)	Exhibit C to the Complaint filed in <i>Picard v. Kookmin Bank</i> , Adv. Pro. No. 12-01194 (Bankr. S.D.N.Y.), ECF No. 1-3
20(ggg)	Exhibit C to the Second Amended Complaint filed in <i>Picard v. Six Sis AG</i> , Adv. Pro. No. 12-01195 (Bankr. S.D.N.Y.), ECF No. 126-3
20(hhh)	Exhibit I to the Complaint filed in <i>Picard v. Bank Vontobel AG formerly known as Bank J. Vontobel &amp; Co. AG</i> , Adv. Pro. No. 12-01202 (Bankr. S.D.N.Y.), ECF No. 1-9
20(iii)	Exhibit J to the Complaint filed in <i>Picard v. Bank Vontobel AG formerly known as Bank J. Vontobel &amp; Co. AG</i> , Adv. Pro. No. 12-01202 (Bankr. S.D.N.Y.), ECF No. 1-10
20(jjj)	Exhibit C to the Amended Complaint filed in <i>Picard v. Multi-Strategy Fund Limited et ano.</i> , Adv. Pro. No. 12-01205 (Bankr. S.D.N.Y.), ECF No. 97-3
20(kkk)	Exhibit C to the Complaint filed in <i>Picard v. Lloyds TSB Bank PLC</i> , Adv. Pro. No. 12-01207 (Bankr. S.D.N.Y.), ECF No. 1-3
20(lll)	Exhibit C to the Amended Complaint filed in <i>Picard v. BSI AG, individually and as successor in interest to Banco Del Gottardo</i> , Adv. Pro. No. 12-01209 (Bankr. S.D.N.Y.), ECF No. 116-3
20(mmm)	Exhibit D to the Amended Complaint filed in <i>Picard v. BSI AG, individually and as successor in interest to Banco Del Gottardo</i> , Adv. Pro. No. 12-01209 (Bankr. S.D.N.Y.), ECF No. 116-4



20(nnn)	Exhibit C to the Complaint filed in <i>Picard v. Schroder &amp; Co. Bank AG</i> , Adv. Pro. No. 12-01210 (Bankr. S.D.N.Y.), ECF No. 1-14
20(ooo)	Exhibit C to the Complaint filed in <i>Picard v. Union Securities Investment Trust Co., Ltd. et al.</i> , Adv. Pro. No. 12-01211 (Bankr. S.D.N.Y.), ECF No. 1-3
20(ppp)	Exhibit D to the Complaint filed in <i>Picard v. Union Securities Investment Trust Co., Ltd. et al.</i> , Adv. Pro. No. 12-01211 (Bankr. S.D.N.Y.), ECF No. 1-4
20(qqq)	Exhibit E to the Complaint filed in <i>Picard v. Union Securities Investment Trust Co., Ltd. et al.</i> , Adv. Pro. No. 12-01211 (Bankr. S.D.N.Y.), ECF No. 1-5
20(rrr)	Exhibit F to the Complaint filed in <i>Picard v. Bank Hapoalim (Switzerland) Ltd. et al.</i> , Adv. Pro. No. 12-01216 (Bankr. S.D.N.Y.), ECF No. 1-6
20(sss)	Exhibit G to the Complaint filed in <i>Picard v. Bank Hapoalim (Switzerland) Ltd. et al.</i> , Adv. Pro. No. 12-01216 (Bankr. S.D.N.Y.), ECF No. 1-7
20(ttt)	Exhibit F to the Complaint filed in <i>Picard v. ZCM Asset Holding Company (Bermuda) LLC</i> , Adv. Pro. No. 12-01512 (Bankr. S.D.N.Y.), ECF No. 1-6
20(uuu)	Exhibit C to the Complaint filed in <i>Picard v. Citivic Nominees Ltd.</i> , Adv. Pro. No. 12-01513 (Bankr. S.D.N.Y.), ECF No. 1-3
20(vvv)	Exhibit C to the Amended Complaint filed in <i>Picard v. Standard Chartered Defendants</i> , Adv. Pro. No. 12-01565 (Bankr. S.D.N.Y.), ECF No. 147-3
20(www)	Exhibit C to the Complaint filed in <i>Picard v. UKFP (Asia) Nominees Limited</i> , Adv. Pro. No. 12-01566 (Bankr. S.D.N.Y.), ECF No. 1-2
20(rrrr)	Exhibit C to the Complaint filed in the matter captioned <i>Picard v. BNP Paribas S.A.</i> , Adv. Pro. No. 12-01576 (Bankr. S.D.N.Y.), ECF No. 1- 3
20(xxx)	Exhibit C to the Amended Complaint filed in <i>Picard v. UBS Deutschland AG as successor in interest to Dresdner Bank LateinAmerika AG et ano.</i> , Adv. Pro. No. 12-01577 (Bankr. S.D.N.Y.), ECF No. 105-3
20(yyy)	Exhibit D to the Amended Complaint filed in <i>Picard v. UBS Deutschland AG as successor in interest to Dresdner Bank LateinAmerika AG et ano.</i> , Adv. Pro. No. 12-01577 (Bankr. S.D.N.Y.), ECF No. 105-4
20(zzz)	Exhibit C to the Complaint filed in <i>Picard v. Barfield Nominees Limited</i> , Adv. Pro. No. 12-01669 (Bankr. S.D.N.Y.), ECF No. 1-9
20(aaaa)	Exhibit C to the Complaint filed in <i>Picard v. Credit Agricole Corporate and Investment Bank doing business as Credit Agricole Private Banking Miami, formerly known as Calyon S.A. doing business as Credit Agricole Miami Private Bank, Successor in Interest to Credit Lyonnais S.A.</i> , Adv. Pro. No. 12-01670 (Bankr. S.D.N.Y.), ECF No. 1-9
20(bbbb)	Exhibit E to the Amended Complaint filed in <i>Picard v. Credit Suisse AG, as successor in interest to Clariden Leu AG and Bank Leu AG</i> , Adv. Pro. No. 12-01676 (Bankr. S.D.N.Y.), ECF No. 12-5
20(cccc)	Exhibit E to the Complaint filed in <i>Picard v. Societe Generale Private Banking (Suisse) S.A. formerly known as SG Private Banking Suisse S.A. et al.</i> , Adv. Pro. No. 12-01677 (Bankr. S.D.N.Y.), ECF No. 1-5
20(dddd)	Exhibit C to the Complaint filed in <i>Picard v. Intesa Sanpaolo SpA (as Successor in Interest to Banca Intesa SpA) et al.</i> , Adv. Pro. No. 12-01680 (Bankr. S.D.N.Y.), ECF No. 1-3

20(eeee)	Exhibit D to the Complaint filed in <i>Picard v. Intesa Sanpaolo SpA (as Successor in Interest to Banca Intesa SpA) et al.</i> , Adv. Pro. No. 12-01680 (Bankr. S.D.N.Y.), ECF No. 1-4
20(ffff)	Exhibit C to the Amended Complaint filed in <i>Picard v. EFG Bank S.A., formerly known as EFG Private Bank S.A. et al.</i> , Adv. Pro. No. 12-01690 (Bankr. S.D.N.Y.), ECF No. 100-3
20(gggg)	Exhibit H to the Amended Complaint filed in <i>Picard v. EFG Bank S.A., formerly known as EFG Private Bank S.A. et al.</i> , Adv. Pro. No. 12-01690 (Bankr. S.D.N.Y.), ECF No. 100-8
20(hhhh)	Exhibit I to the Amended Complaint filed in <i>Picard v. EFG Bank S.A., formerly known as EFG Private Bank S.A. et al.</i> , Adv. Pro. No. 12-01690 (Bankr. S.D.N.Y.), ECF No. 100-9
20(iiii)	Exhibit C to the Complaint filed in <i>Picard v. Banque Degroof SA/NV also known as Banque Degroof Bruxelles et al.</i> , Adv. Pro. No. 12-01691 (Bankr. S.D.N.Y.), ECF No. 1-3
20(jjjj)	Exhibit D to the Complaint filed in <i>Picard v. Banque Degroof SA/NV also known as Banque Degroof Bruxelles et al.</i> , Adv. Pro. No. 12-01691 (Bankr. S.D.N.Y.), ECF No. 1-4
20(kkkk)	Exhibit C to the Complaint filed in <i>Picard v. Banque Lombard Odier &amp; Cie SA</i> , Adv. Pro. No. 12-01693 (Bankr. S.D.N.Y.), ECF No. 1-3
20(IIII)	Exhibit C to the Complaint filed in <i>Picard v. Banque Cantonale Vaudoise</i> , Adv. Pro. No. 12-01694 (Bankr. S.D.N.Y.), ECF No. 1-3
20(mmmm)	Exhibit C to the Complaint filed in <i>Picard v. Bordier &amp; Cie</i> , Adv. Pro. No. 12-01695 (Bankr. S.D.N.Y.), ECF No. 1-3
20(nnnn)	Exhibit C to the Amended Complaint filed in <i>Picard v. ABN AMRO Fund Services (Isle of Man) Nominees Limited, formerly known as Fortis (Isle Of Man) Nominees Limited et al.</i> , Adv. Pro. No. 12-01697 (Bankr. S.D.N.Y.), ECF No. 141-3
20(oooo)	Exhibit D to the Amended Complaint filed in <i>Picard v. ABN AMRO Fund Services (Isle of Man) Nominees Limited, formerly known as Fortis (Isle Of Man) Nominees Limited et al.</i> , Adv. Pro. No. 12-01697 (Bankr. S.D.N.Y.), ECF No. 141-4
20(pppp)	Exhibit C to the Amended Complaint filed in <i>Picard v. Banque Internationale a Luxembourg S.A. (formerly known as Dexia Banque Internationale a Luxembourg S.A.), individually and as successor in interest to Dexia Nordic Private Bank S.A. et al.</i> , Adv. Pro. No. 12-01698 (Bankr. S.D.N.Y.), ECF No. 134-3
20(qqqq)	Exhibit C to the Amended Complaint filed in <i>Picard v. Royal Bank of Canada et al.</i> , Adv. Pro. No. 12-01699 (Bankr. S.D.N.Y.), ECF No. 145-3

24. Set forth below is a chart calculating the sum total of alleged subsequent transfers made by Fairfield Sentry to the defendants listed below, after May 9, 2003, as reflected in the Trustee's complaints and certain exhibits thereto, collectively attached as **Exhibit 20** hereto:

<b>Adv. Proc.</b>	<b>Defendant(s)</b>	<b>Amount</b>
10-05345	Citibank, N.A. et al	\$100,000,000
10-05346	Merrill Lynch International	\$14,200,000
10-05348	Nomura International PLC	\$20,013,187
10-05351	Banco Bilbao Vizcaya Argentaria, S.A.	\$45,000,000
10-05353	Natixis S.A.	\$179,009,456
10-05353	Tensyr Limited	\$35,190,114
11-01724	Pictet et Cie.	\$50,386,685
11-01885	Safra New York	\$95,853,574
11-02149	Banque Syz & Co., SA	\$15,449,241
11-02493	Abu Dhabi Investment Authority	\$300,000,000
11-02537	Orbita	\$30,662,226
11-02538	Quilvest Finance Ltd.	\$37,800,113
11-02539	Meritz Fire & Insurance Co. Ltd.	\$21,855,898
11-02540	Lion Global Investors Limited	\$50,583,442
11-02541	First Gulf Bank	\$11,532,393
11-02542	Parson Finance Panama S.A.	\$11,089,081
11-02551	Delta National Bank and Trust Company	\$20,634,958
11-02553	Unifortune Asset Management SGR SpA, et al.	\$6,161,318
11-02554	National Bank of Kuwait S.A.K.	\$19,175,523
11-02568	Cathay Life Insurance Co. LTD.	\$24,496,798
11-02568	Cathay Bank	\$17,206,127
11-02569	Barclays Private Bank	\$893,988
11-02569	Barclays Spain	\$4,719,253
11-02569	Barclays Bank (Suisse) S.A. et al.	\$37,973,172
11-02570	Banca Carige S.P.A.	\$10,532,489
11-02571	BPES	\$11,426,745
11-02572	Korea Exchange Bank	\$33,593,106
11-02573	The Sumitomo Trust and Banking Co., Ltd.	\$54,253,642
11-02730	Atlantic Security Bank	\$119,655,424
11-02731	Trincaster Corporation	\$13,311,800
11-02732	Bureau of Labor Insurance	\$42,123,406
11-02733	Naidot & Co.	\$12,654,907
11-02758	Caceis Bank Luxembourg, et al.	\$24,052,228
11-02762	Lighthouse Diversified	\$7,913,873
11-02762	Lighthouse Supercash	\$3,251,378
11-02763	Inteligo Bank LTD.	\$10,745,160
11-02784	Somers Dublin Limited et al.	\$6,439,891
11-02910	Merrill Lynch Bank (Suisse) SA	\$42,980,710
11-02922	Bank Julius Baer & Co. Ltd.	\$52,949,945
11-02923	Falcon Private Bank Ltd.	\$38,675,129
11-02925	Credit Suisse AG et al.	\$256,629,647
11-02929	LGT Bank in Liechtenstein Ltd.	\$10,350,118

<b>Adv. Proc.</b>	<b>Defendant(s)</b>	<b>Amount</b>
12-01002	The Public Institution For Social Security	\$30,000,000
12-01004	Fullerton Capital PTE Ltd.	\$10,290,445
12-01005	SICO LIMITED	\$14,544,620
12-01019	Banco Itau Europa Luxembourg S.A., et al.	\$60,595,070
12-01019	Banco Itau International	\$9,969,944
12-01021	Grosvenor Balanced	\$13,000,000
12-01021	Grosvenor Private	\$11,815,102
12-01022	Credit Agricole (Suisse) SA	\$15,654,128
12-01023	Arden Asset Management, et al.	\$12,586,659
12-01046	SNS Bank N.V. et al.	\$21,060,553
12-01047	KOCH INDUSTRIES, INC.	\$21,533,871
12-01048	Banco General S.A. et al.	\$8,240,498
12-01194	Kookmin Bank	\$42,010,302
12-01195	Six Sis AG	\$39,555,445
12-01202	Bank Vontobel AG et. al.	\$25,737,377
12-01205	Multi Strategy Fund Ltd., et al.	\$25,763,374
12-01207	Lloyds TSB Bank PLC	\$11,134,572
12-01209	BSI AG	\$27,315,640
12-01209	Banca del Gottardo	\$20,270,862
12-01210	Schroder & Co.	\$25,143,814
12-01211	Union Securities Investment Trust Co., Ltd., et al.	\$6,477,447
12-01211	Union Global Fund	\$9,283,664
12-01211	Union Strategy Fund	\$1,445,016
12-01216	Bank Hapoalim B.M.	\$1,712,100
12-01216	Bank Hapoalim Switzerland	\$20,047,109
12-01512	ZCM Asset Holding Co (Bermuda) LLC	\$24,491,791
12-01513	CITIVIC	\$59,479,230
12-01565	Standard Chartered Fin. Services (Luxembourg) SA, et al.	\$274,029,164
12-01566	UKFP (Asia) Nominees	\$8,012,178
12-01576	BNP Paribas S.A. et al	\$3,423,190
12-01577	UBS Deutschland AG, et al.	\$7,418,484
12-01577	LGT Switzerland	\$1,095,981
12-01669	Barfield Nominees Limited et al.	\$16,178,329
12-01670	Credit Agricole Corporate and Investment Bank/BBH	\$26,121,588
12-01676	Clariden Leu AG	\$35,838,406
12-01677	Societe General Private Banking (Suisse) SA, et al.	\$128,678,137
12-01680	Intesa Sanpaolo SpA-Low Volatility	\$7,913,079
12-01680	Intesa Sanpaolo SpA-Medium Volatility	\$3,740,436
12-01690	EFG Bank S.A., et al.	\$288,616,219
12-01691	Banque Degroof Luxembourg	\$1,303,204
12-01691	Banque Degroof	\$58,473
12-01693	Banque Lombard Odier & Cie	\$93,565,383

<b>Adv. Proc.</b>	<b>Defendant(s)</b>	<b>Amount</b>
12-01694	Banque Cantonale Vaudoise	\$9,769,927
12-01695	Bordier & Cie	\$7,928,453
12-01697	ABN AMRO Fund Servs. (Isle of Man) Nominees Ltd., et al.	\$104,605,052
12-01698	Banque International a Luxembourg SA/Dexia	\$61,515,524
12-01699	Royal Bank of Canada, et al.	\$38,019,771
	<b>Total Fairfield Sentry Six-Year Subsequent Transfers<sup>3</sup></b>	<b>\$3,541,437,752<sup>4</sup></b>

25. Set forth below is a chart of the five alleged subsequent transfers made by Fairfield Sentry to Natixis, between January 31, 2008, to March 18, 2008, as set forth in Exhibit C of the Amended Complaint, and the amount of BLMIS funds available to Fairfield Sentry on the date of each of these five alleged subsequent transfers:

<b>Date</b>	<b>Subsequent Transfer Amount</b>	<b>BLMIS Funds Available to Fairfield Sentry<sup>5</sup></b>
1/31/2008	\$14,080,000	(\$75,660,486)
1/31/2008	\$3,520,000	(\$79,180,486)
2/15/2008	\$14,537,693	(\$95,977,841)
2/15/2008	\$3,629,874	(\$99,607,715)
3/18/2008	\$11,923,728	(\$139,705,684)

26. Set forth below is a chart of alleged subsequent transfers made by Fairfield Sentry to other subsequent transferee defendants, on May 15, 2008, based on subsequent transfers listed in the complaints and exhibits set forth at **Exhibit 17** and **Exhibit 20** hereto:

<b>Defendant</b>	<b>Adv. Pro. No.</b>	<b>Date</b>	<b>Amount</b>
NBK	11-02554	5/15/2008	\$15,000
NBK	11-02554	5/15/2008	\$106,301
NBK	11-02554	5/15/2008	\$203,629
Cathay Bank	11-02568	5/15/2008	\$1,115,162
Barclays Suisse	11-02569	5/15/2008	\$266,021

<sup>3</sup> This Total has been reduced by the amount of subsequent transfers that Fairfield Sentry made to these defendants prior to May 9, 2003 (\$46,978,004).

<sup>4</sup> The Trustee alleges that \$2,774,320,402 of this total amount relates to subsequent transfers between May 9, 2003 to January 28, 2008.

<sup>5</sup> The “**BLMIS Funds Available to Fairfield Sentry**” amounts are based on the BLMIS to Fairfield Sentry initial transfers listed in Exhibit B to the Amended Complaint, and on the subsequent transfers listed in the complaints and exhibits set forth in **Exhibits 17** and **20** hereto. These amounts assume initial transfer funds received by Fairfield Sentry from BLMIS are distributed first, before use of any non-BLMIS funds to fund redemptions.

Defendant	Adv. Pro. No.	Date	Amount
Barclays Suisse	11-02569	5/15/2008	\$280,434
Barclays Suisse	11-02569	5/15/2008	\$6,837,053
Inteligo	11-02763	5/15/2008	\$10,000
Inteligo	11-02763	5/15/2008	\$104,109
Inteligo	11-02763	5/15/2008	\$269,438
BJB	11-02922	5/15/2008	\$810,454
BJB	11-02922	5/15/2008	\$1,771,165
CreditSuisseLondonNomineesLimited	11-02925	5/15/2008	\$1,769,199
CreditSuisseLondonNomineesLimited	11-02925	5/15/2008	\$1,306,500
CreditSuisseAG, NassauBranchWealthManagement	11-02925	5/15/2008	\$126,034
CreditSuisseAG	11-02925	5/15/2008	\$47,342
Banco Itau	12-01019	5/15/2008	\$93,973
Banco Itau	12-01019	5/15/2008	\$100,000
Banco Itau	12-01019	5/15/2008	\$100,000
Banco Itau	12-01019	5/15/2008	\$107,832
Banco Itau	12-01019	5/15/2008	\$109,294
Banco Itau	12-01019	5/15/2008	\$150,000
Banco Itau	12-01019	5/15/2008	\$226,096
Banco Itau	12-01019	5/15/2008	\$250,000
Banco Itau	12-01019	5/15/2008	\$273,228
Banco Itau	12-01019	5/15/2008	\$279,658
Banco Itau	12-01019	5/15/2008	\$288,653
Banco Itau	12-01019	5/15/2008	\$328,026
Banco Itau	12-01019	5/15/2008	\$382,706
Banco Itau	12-01019	5/15/2008	\$500,000
Banco Itau	12-01019	5/15/2008	\$1,577,204
Banco Itau	12-01019	5/15/2008	\$2,176,354
Banco Itau	12-01019	5/15/2008	\$3,102,096
Itau International	12-01019	5/15/2008	\$149,843
Itau International	12-01019	5/15/2008	\$75,000
Itau International	12-01019	5/15/2008	\$102,049
Itau International	12-01019	5/15/2008	\$108,265
Six Sis	12-01195	5/15/2008	\$6,575
Six Sis	12-01195	5/15/2008	\$3,945
Lloyds	12-01207	5/15/2008	\$260,380
BSI	12-01209	5/15/2008	\$21,467
BSI	12-01209	5/15/2008	\$131,505
Banco Del Gottardo	12-01209	5/15/2008	\$231,449
Schroder & Co. Bank AG	12-01210	5/15/2008	\$35,914

Defendant	Adv. Pro. No.	Date	Amount
Union Global A Fund	12-01211	5/15/2008	\$1,115,162
Hapoalim Switzerland	12-01216	5/15/2008	\$274,891
The Standard Chartered Defendants	12-01565	5/15/2008	\$130,000
The Standard Chartered Defendants	12-01565	5/15/2008	\$383,983
The Standard Chartered Defendants	12-01565	5/15/2008	\$1,350,000
The Standard Chartered Defendants	12-01565	5/15/2008	\$1,659,977
The Standard Chartered Defendants	12-01565	5/15/2008	\$1,724,411
The Standard Chartered Defendants	12-01565	5/15/2008	\$3,570,761
BBH	12-01670	5/15/2008	\$6,575
BBH	12-01670	5/15/2008	\$3,945
Clariden/Bank Leu	12-01676	5/15/2008	\$394,515
Clariden/Bank Leu	12-01676	5/15/2008	\$79,324
Clariden/Bank Leu	12-01676	5/15/2008	\$70,921
Clariden/Bank Leu	12-01676	5/15/2008	\$64,021
EFG Bank	12-01690	5/15/2008	\$2,523,580
EFG Bank	12-01690	5/15/2008	\$1,635,201
EFG Bank	12-01690	5/15/2008	\$1,446,372
EFG Bank	12-01690	5/15/2008	\$1,100,000
EFG Bank	12-01690	5/15/2008	\$373,658
EFG Bank	12-01690	5/15/2008	\$138,863
EFG Bank	12-01690	5/15/2008	\$131,505
EFG Bank	12-01690	5/15/2008	\$62,925
EFG Bank	12-01690	5/15/2008	\$12,027
Lombard Odier	12-01693	5/15/2008	\$163,614
Lombard Odier	12-01693	5/15/2008	\$84,767
Bordier	12-01695	5/15/2008	\$60,545
ABN AMRO Defendants	12-01697	5/15/2008	\$3,000,000
Guernroy or RBC-CI	12-01699	5/15/2008	\$30,000
Fairfield Lambda	09-01239	5/15/2008	\$59,517
Fairfield Lambda	09-01239	5/15/2008	\$1,600,000
Fairfield Sigma	09-01239	5/15/2008	\$1,813,003
Fairfield Sigma	09-01239	5/15/2008	\$28,000,000
<b>Total Alleged Subsequent Transferee Redemptions to Other Defendants</b>			\$79,273,416

27. Set forth below is a chart of the two alleged subsequent transfers made by Fairfield Sentry to Natixis, on May 15, 2008, as set forth in Exhibit C of the Amended Complaint, and the portion of those alleged subsequent that are traceable to BLMIS funds:

<b>Subsequent Transfers Alleged by Trustee on May 15, 2008</b>		
[A]	Alleged Subsequent Transfers to Natixis	\$54,120,854
[B]	Alleged Subsequent Transferees to Other Defendants (Cioffi Decl. ¶ 26)	\$79,273,416
[C]	Total Alleged Subsequent Transfers [A] + [B]	\$133,394,270
[D]	BLMIS Funds Available to Fairfield Sentry on May 15, 2008	\$80,000,000
[E]	Untraceable Subsequent Transfer Amount [C] - [D] <sup>6</sup>	(\$53,394,270)
[F]	Untraceable Subsequent Transfers as Percentage of Total Alleged Subsequent Transfers [E] / [C]	40.03%
[G]	<b>Untraceable Portion of Natixis's Alleged Subsequent Transfers on May 15, 2008</b> [F] * [A]	(\$21,663,176)

28. Set forth below is a chart of alleged subsequent transfers made by Fairfield Sentry to other subsequent transferee defendants, on September 15-16, 2008, based on the subsequent transfers listed in the complaints and exhibits set forth at **Exhibit 20** hereto:

<b>Defendant</b>	<b>Adv. Pro. No.</b>	<b>Date</b>	<b>Amount</b>
Fairfield Sigma	09-01239	9/15/2008	\$62,100,000
Fairfield Lambda	09-01239	9/15/2008	\$2,100,000
Six Sis	12-01195	9/15/2008	\$40,425
The Standard Chartered Defendants	12-01565	9/15/2008	\$150,000
The Standard Chartered Defendants	12-01565	9/15/2008	\$200,000
The Standard Chartered Defendants	12-01565	9/15/2008	\$242,160
The Standard Chartered Defendants	12-01565	9/15/2008	\$400,000
The Standard Chartered Defendants	12-01565	9/15/2008	\$500,000
The Standard Chartered Defendants	12-01565	9/15/2008	\$536,854
The Standard Chartered Defendants	12-01565	9/15/2008	\$840,372
The Standard Chartered Defendants	12-01565	9/15/2008	\$883,275
EFG Bank	12-01690	9/15/2008	\$329,017
EFG Bank	12-01690	9/15/2008	\$30,000
<b>Subtotal of Alleged Subsequent Transfers to Other Defendants Occurring on September 15, 2008</b>			<b>\$68,352,103</b>
NBK	11-02554	9/16/2008	\$548,468

<sup>6</sup> The Untraceable Subsequent Transfer Amount is based on the BLMIS to Fairfield Sentry initial transfers listed in Exhibit B to the Amended Complaint set forth in **Exhibit 1** hereto, and on the subsequent transfers listed in the complaints and exhibits set forth in **Exhibit 17** and **Exhibit 20** hereto, as calculated in paragraph 26 of the Cioffi Declaration.



<b>Defendant</b>	<b>Adv. Pro. No.</b>	<b>Date</b>	<b>Amount</b>
Cathay Bank	11-02568	9/16/2008	\$172,021
Inteligo	11-02763	9/16/2008	\$3,383
Inteligo	11-02763	9/16/2008	\$47,353
Inteligo	11-02763	9/16/2008	\$70,111
Inteligo	11-02763	9/16/2008	\$103,209
BJB	11-02922	9/16/2008	\$27,510
CreditSuisseLondonNomineesLimited	11-02925	9/16/2008	\$1,619,945
CreditSuisseAG,NassauBranchWealthManagement	11-02925	9/16/2008	\$1,188,062
CreditSuisseLondonNomineesLimited	11-02925	9/16/2008	\$283,000
CreditSuisseLondonNomineesLimited	11-02925	9/16/2008	\$67,196
CreditSuisseLondonNomineesLimited	11-02925	9/16/2008	\$31,770
LGT Liechtenstein	11-02929	9/16/2008	\$820,515
Banco Itau	12-01019	9/16/2008	\$111,491
Banco Itau	12-01019	9/16/2008	\$117,579
Banco Itau	12-01019	9/16/2008	\$171,443
Banco Itau	12-01019	9/16/2008	\$221,477
Banco Itau	12-01019	9/16/2008	\$263,004
Banco Itau	12-01019	9/16/2008	\$367,561
Banco Itau	12-01019	9/16/2008	\$819,063
Banco Itau	12-01019	9/16/2008	\$1,444,764
Itau International	12-01019	9/16/2008	\$207,102
Itau International	12-01019	9/16/2008	\$47,418
Itau International	12-01019	9/16/2008	\$263,433

<b>Defendant</b>	<b>Adv. Pro. No.</b>	<b>Date</b>	<b>Amount</b>
BG Valores	12-01048	9/16/2008	\$1,113,058
Six Sis	12-01195	9/16/2008	\$22,847
Six Sis	12-01195	9/16/2008	\$750,322
Six Sis	12-01195	9/16/2008	\$524,127
Six Sis	12-01195	9/16/2008	\$349,628
Six Sis	12-01195	9/16/2008	\$187,619
Six Sis	12-01195	9/16/2008	\$131,704
Six Sis	12-01195	9/16/2008	\$103,142
Union Global Fund	12-01211	9/16/2008	\$172,021
Hapoalim Switzerland	12-01216	9/16/2008	\$3,162
Hapoalim BM	12-01216	9/16/2008	\$167,613
BNP Paribas	12-01576	9/16/2008	\$104,290
BBH	12-01670	9/16/2008	\$750,322
BBH	12-01670	9/16/2008	\$524,127
BBH	12-01670	9/16/2008	\$349,628
BBH	12-01670	9/16/2008	\$187,619
BBH	12-01670	9/16/2008	\$131,704
BBH	12-01670	9/16/2008	\$103,142
BBH	12-01670	9/16/2008	\$40,425
Clariden/Bank Leu	12-01676	9/16/2008	\$161,270
Clariden/Bank Leu	12-01676	9/16/2008	\$149,242
Clariden/Bank Leu	12-01676	9/16/2008	\$23,209
EFG Bank	12-01690	9/16/2008	\$18,815

Defendant	Adv. Pro. No.	Date	Amount
Lombard Odier	12-01693	9/16/2008	\$13,439
Guernroy or RBC-CI	12-01699	9/16/2008	\$121,531
<b>Subtotal of Alleged Subsequent Transfers to Other Defendants Occurring on September 16, 2008</b>			<b>\$15,220,884</b>
<b>Total Alleged Subsequent Transfers to Other Defendants</b>			<b>\$83,572,987</b>

29. Set forth below is a chart of the alleged subsequent transfer made by Fairfield Sentry to Natixis, on September 16, 2008, as set forth in Exhibit C of the Amended Complaint, and – based on the BLMIS to Sentry initial transfers listed in Exhibit B to the Amended Complaint set forth in **Exhibit 1** hereto, and the subsequent transfers listed in the complaints and exhibits set forth in **Exhibit 17** and **Exhibit 20** hereto, as calculated in paragraph 28 of the Cioffi Declaration – the portion of these alleged subsequent transfers that are traceable to BLMIS funds:

	<b>Subsequent Transfers Alleged by Trustee on September 16, 2008</b>	
[A]	Alleged Subsequent Transfers to Natixis	\$74,503,218
[B]	Alleged Subsequent Transfers to Other Defendants (Cioffi Decl. ¶ 28)	\$15,220,884
[C]	Total Alleged Subsequent Transfers [A] + [B]	\$89,724,102
[D]	BLMIS Funds Available to Fairfield Sentry on September 16, 2008	\$51,647,897
[E]	Untraceable Subsequent Transfer Amount [C] - [D] <sup>7</sup>	(\$38,076,205)
[F]	Untraceable Subsequent Transfers as a Percentage of Total Alleged Subsequent Transfers [E] / [C]	42.44%
[G]	<b>Untraceable Portion of Natixis's Alleged Subsequent Transfers on September 16, 2008</b> [F] * [A]	(\$31,616,921)

<sup>7</sup> The Untraceable Subsequent Transfer Amount is based on the BLMIS to Fairfield Sentry initial transfers listed in Exhibit B to the Amended Complaint set forth in **Exhibit 1** hereto, and on the subsequent transfers listed in the complaints and exhibits set forth in **Exhibit 17** and **Exhibit 20** hereto, as calculated in paragraph 28 of the Cioffi Declaration.

30. Attached as **Exhibit 21** is a true and correct copy of email correspondence received from counsel to the Trustee with respect to the Alpha Prime Settlement Agreement (Apr. 7, 2023).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 17, 2023  
New York, New York

/s/ Joseph Cioffi  
Joseph Cioffi